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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/518,897	12/22/2004	Gabriele Corliano	36-1877	3191

23117 7590 11/13/2008

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EXAMINER	
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ART UNIT	PAPER NUMBER
2451	
MAIL DATE	DELIVERY MODE
11/13/2008	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/518,897	CORLIANO, GABRIELE	
	Examiner	Art Unit	
	KAREN C. TANG	2451	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *18 August 2008*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-42* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-42* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

- A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.1 14, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.1 14. Applicant's submission filed on 08/18/2008 has been entered.
- Claims 1-42 are presented for further examination.

Response to Arguments

Applicant's arguments filed 08/18/2008 have been fully considered but they are not persuasive.

Applicant argues that the combination of Snelgrove and Bobde fail to teach or suggest all the claim limitation, specifically, the combination fails to teach

"wherein said messages exchanged in respect of the establishment of at least one trust relationship and said messages exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol"

Examiner respectfully disagrees.

As specifically pointed out by Lines 24-27 page 13 of the applicant's specification, a well known protocol such as Signal Initiating Protocol (SIP) has been design for negotiating session features between participants and the natural content of a generic SIP message payload is then the session description. Similarly, Bobde's system utilizing a SIP which not only uses for

initiating sessions among participants, but also incorporate security features such as authentication to establish sessions. Specifically, Fig 2 of Bobde points out that there is SIP client and SIP proxy (i.e., client and proxy both communicate/exchanging messages utilizing the SIP, the same protocol, e.g., client sent SIP request message such as INVITE and the proxy sent SIP accept message, see Col 1, lines 35-53). As a well known feature of SIP, its payload is the session description, and it is use to negotiating session features, Bobde's system further extend the SIP to include security mechanism (i.e., to establish the trust relationship relating to a telecommunications session to be initiated).

Furthermore, SIP as disclosed by Bobde, designed for negotiating session features between participants (i.e., establishing session indicate session control features) in combines with the authenticating process would be motivated for any ordinary skills in the art to incorporate its features into Snelgrove's system in order to protect the security and privacy of the communication session.

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 1-6, 16-19 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter: the method claim 1 fails to (1) tied to another statutory class (such as particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing, therefore, claim 1 does not direct to be statutory subject matter.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

> The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1-42 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

The specification specifically lines 29-34 of pages 2 and lines 3-5 of page 3 (as indicated by applicant which the cited portion of the specification would support the limitation) fails to explicitly stating the following limitation:

"wherein said messages exchanged in respect of the establishment of at least one trust relationship and said messages exchanged in respect of the establishment of a session description are exchanged ***using the same signaling protocol***"

At best, the cited portion (lines 29-34 of pages 2 and lines 3-5 of page 3) discloses the invention extends call signaling and session description ***protocols*** (i.e., plurality of protocols) to builds a trust relationship as session is being set up. Another alleged cited portion (pages 8 and 9, pages 13, lines 20-pages 14, lines 9) discloses utilizing the utilizing the well known protocols such as Session Initiating Protocol (SIP). ***Nowhere*** along the cited portions ***explicitly*** indicating

the message exchanged in respect of the establishment of a session descriptions are exchanging "using the same signal protocol".

Further correction is required.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1, 2, 4, 5, 7-10, 12, 13, 16-28, 30, 31, 33-36, 38,39, 41 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Snelgrove, (US 6,535,592 B1) in view of Bobde et al hereinafter Bobde (US 7,243,370 B2).

1. Regarding claim 1, Snelgrove discloses a method for initiating a communications session involving two or more participants over a communications network (refer to Col 6, lines 32-34 and Abstract, lines 4-5: teach establishing of communication between at least entities over a telecommunication network.), comprising the steps of:

exchanging messages containing non-repudiable data between said participants to establish at least one trust relationship therebetween relating to the session, said non-repudiable data indicating one or more session control functions, a session control function being a control function to be assumed by an individual participant during the session (refer to Col 6, lines 36-49 and Col 9, lines 41-52 teach the exchange of message between the entities to establish a trust

communication; "each participant confirming their trust through a suitable method, such as by submitting a non-revocable password". It also teach that communication session parameters (i.e. session control functions) are negotiated between the entities, where a user agree to pay for a service that the other entity will provide.); and

exchanging message to establish a session description in respect of the communication session(refer to Col 5, lines 1-5, "negotiating between said at least first and second entities an agree set of values for said parameters that define the desired communication"); and then

establishing the communications session (refer to Col 5, line 12).

Although Snelgrove disclosed the invention substantially as claimed, Snelgrove does not explicitly disclosed that "the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol."

Bobde, in analogous art, discloses "the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol (refer to Col 1, lines 62-67, and Bobde's system utilizing a SIP which not only uses for initiating sessions among participants, but also incorporate security features such as authentication to establish sessions. Specifically, Fig 2 of Bobde points out that there is SIP client and SIP proxy (i.e., client and proxy both communicate/exchanging messages utilizing the SIP, the same protocol, e.g., client sent SIP request message such as INVITE and the proxy sent SIP accept message, refer to Col 1, lines 35-53). As a well known feature of SIP, its payload is the session description, and it is use to negotiating session features, Bobde's system further extend the SIP to

include security mechanism (i.e., to establish the trust relationship relating to a telecommunications session to be initiated))."

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Bobde before them at the time the invention was made to modify the system and method of Snelgrove to use the same signaling protocol for both trust establishment and session signaling as taught by Bobde.

One of ordinary skill in the art would have been motivated to make this modification in order to protecting the integrity of the SIP request message by combing the security mechanism with the SIP signaling operation in view of Bobde (refer to Col 1, lines 62-67).

2. Regarding claim 2, Snelgrove and Bobde disclosed the method according to claim 1, as described above.

Snelgrove further discloses the exchanging of message to establish at least one trust relationship comprises:

defining one or more control functions to be performed by at least one of the participants during the session (refer to Col 6, line 43-48, Col 6, lines 36-37 and lines 42-45 teach the parameters that defines the service provided by one of the entities, and another entity liable to pay for the provided service.);

communicating the defined control functions to the participants (refer to Col 5, lines 1-5, 28-30 and Col 6, lines 36-37 teach the communication of parameters to the end users.);

at each participant: choosing which, if any, of the control functions the participant wishes to assume (refer to Col 5, lines 28-35 teach the negotiation of communication based on the

parameters, as to which entity agrees to pay what price and which entity provides the service agreed on.);

generating a non-repudiable message indicating the chosen control function(s); and transmitting the generated message to at least one of the other participants (refer to Col 5, lines 28-30 and Col 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

3. Regarding claim 4, Snelgrove and Bobde disclosed the method according to claim 2, as described above.

Snelgrove further discloses the defining of one or more control functions comprises communicating charging policy data including data indicative of the control functions to a first one of the participants who has requested it from a service provider (refer to Col 7, lines 14-20 teach the pricing associated to the services that are communicated to the entities); and the communicating of the defined control functions further comprises communicating the charging policy data from the first participant to the other participants (refer to Col 8 lines 22-29 - multi-entity negotiation.).

4. Regarding claim 5, Snelgrove and Bobde disclosed the method according to claim 4, as described above.

Snelgrove further discloses that at each other participant the generated non-repudiable message is transmitted back to the first participant (refer to Col 5, lines 28-30 and Col 6, lines

39-41 - the negotiation of establishing a communication session upon agreement by the participating entities. This means that the messages are sent back and forth to establish that agreement.).

5. Regarding claim 7, Snelgrove disclosed a method for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a telecommunications network, said communications session being established by exchanging messages to establish a session description in respect of the communications session prior to establishing the communication session, said method comprising at least one participant performing the following:

requesting session control function data from a server, said data defining one or more control functions to be performed during the communications session (refer to abstract lines 4-5, Col 5, lines 43-48 and Col 8, lines 22-29 - a set of parameters are provided by the server, where the parameter defines the tasks for the communication session. Which party is paying for what service and what the service provider will provide and task of checking that the warranted agreement is satisfied.);

choosing which, if any, of said control functions to assume (refer to Col 6, lines 35-37 teach the entities chooses the service they want by negotiating agreements);

distributing said control function data to at least one other participant over the telecommunications network (refer to abstract lines 4-5 and Col 33-42 teach that the communication session is established for more than one participants/entities. Col 6, lines 38-41: one of the entity communicate with the service provider regarding the services. Col 8 , lines 22-

29: multi-entities can participate in the negotiation which mean the parameters are distributed to them); and

receiving a non-repudiable message from the at least one other participant containing non-repudiable data indicating which, if any, of the control functions the at least one other participants has assumed (refer to Col 7, lines 10-14 teach that multiple entities are negotiating to establish the communication and Col 6, lines 36-37 teach that agreements are established in the negotiation that means messages will need to be send back and forth to establish that agreement).

Snelgrove does not explicitly disclose that the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol.

Bobde disclosesl the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol (refer to Col 1, lines 62-67, and Bobde's system utilizing a SIP which not only uses for initiating sessions among participants, but also incorporate security features such as authentication to establish sessions. Specifically, Fig 2 of Bobde points out that there is SIP client and SIP proxy (i.e., client and proxy both communicate/exchanging messages utilizing the SIP, the same protocol, e.g., client sent SIP request message such as INVITE and the proxy sent SIP accept message, refer to Col 1, lines 35-53). As a well known feature of SIP, its payload is the session description, and it is use to negotiating session features, Bobde's system further extend the SIP to include security mechanism (i.e., to establish the trust relationship relating to a telecommunications session to be initiated)).

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Bobde before them at the time the invention was made to modify the system and method of Snelgrove to use the same signaling protocol for both trust establishment and session signaling as taught by Bobde.

One of ordinary skill in the art would have been motivated to make this modification in order to protecting the integrity of the SIP request message by combing the security mechanism with the SIP signaling operation in view of Bobde (refer to Col 1, lines 62-67).

6. Regarding claim 8, Snelgrove and Bobde disclosed the method according to claim 7, as described above.

Snelgrove further discloses the distributing of said control function data further comprises distributing to the at least one other participant non-repudiable data indicating which, if any, of the control functions have been assumed (refer to Col 5, lines 28-30 and Col 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

7. Regarding claim 9, Snelgrove discloses a method for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a telecommunications network, said communications session being established by exchanging messages to establish a session description in respect of the communications session prior to establishing the communications session, said method comprising a server performing the following:

supplying, upon request from a participant, session control function data, said data defining one or more control functions to be performed during the communications session (refer to abstract lines 4-5, Col 5, lines 43-48 and Col 8, lines 22-29 teach that a set of parameters are provided by the server, where the parameter defines the tasks for the communication session. Which party/entity is paying for what service and what the service provider will provide and that one of the entity are responsible for checking that the warranted agreement is satisfied.);

receiving non-repudiable data from said participants indicating which, if any, of the control functions each participant has assumed (refer to Col 5, lines 28-30 and Col 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.); and

storing said data (refer to Col 2, lines 19-25 teach that the service provider utilizes computer system, computer system includes storage. The data received would be stored.).

Although Snelgrove disclosed the invention substantially as claimed, Snelgrove does not explicitly disclose that "the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol."

Bobde, in analogous art, discloses "the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol (refer to Col 1, lines 62-67, and Bobde's system utilizing a SIP which not only uses for initiating sessions among participants, but also incorporate security features such as authentication to establish sessions. Specifically, Fig 2 of Bobde points out that there is SIP client and SIP proxy (i.e.,

client and proxy both communicate/exchanging messages utilizing the SIP, the same protocol, e.g., client sent SIP request message such as INVITE and the proxy sent SIP accept message, see Col 1, lines 35-53). As a well known feature of SIP, its payload is the session description, and it is use to negotiating session features, Bobde's system further extend the SIP to include security mechanism (i.e., to establish the trust relationship relating to a telecommunications session to be initiated))."

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Bobde before them at the time the invention was made to modify the system and method of Snelgrove to use the same signaling protocol for both trust establishment and session signaling as taught by Bobde.

One of ordinary skill in the art would have been motivated to make this modification in order to protecting the integrity of the SIP request message by combing the security mechanism with the SIP signaling operation in view of Bobde (Col 1, lines 62-67).

8. Regarding claim 10, Snelgrove and Bobde disclosed the method according to claim 9, as described above.

Snelgrove further discloses checking the received non-repudiable data for any conflicts in respect of the assumed control functions between two or more participants; and resolving any detected conflicts by assigning any control function in respect of which there is a detected conflict to only one of said participants who indicated that they would assume the function (refer to Col 8, lines 30-32 : a negotiation manager to ensure fair negotiation between the service provider entity and user entity in establishing a connection for telecommunication. The

agreements are reached between the entities, which mean negotiation manager will check and resolve any conflicts that might arise).

9. Regarding claim 12, Snelgrove disclosed a method for establishing at least one trust relationship between two or more participants and relating to a communications session between said participants over a telecommunications network, said communication session being established by exchanging messages to establish a session description in respect of the communications session prior to establishing the communication session, said method comprising one or more participants performing the following:

receiving control function data from a first participant over the telecommunications network, said control function data defining one or more control functions to be performed during the communications session (refer to abstract lines 4-5, Col 5, lines 43-48 and Col 8, lines 22-29 :a set of parameters are provided by the server, where the parameter defines the tasks for the communication. Which party is paying for what service and what the service provider will provide and task of checking that the warranted agreement is satisfied.);

choosing which, if any, of said control functions to assume (refer to Col 6, lines 35-37 teach the entities chooses the service they want by negotiating agreements);

generating a non-repudiable message containing non-repudiable data indicating which, if any, of the control functions have been assumed; and sending said message to the first participant (refer to Col 5, lines 28-30 and Col 6, lines 39-41 teach the negotiation of establishing a communication upon agreement by the participating entities, which means message are sent back and forth to establish that agreement.).

Although Snelgrove disclosed the invention substantially as claimed, Snelgrove does not explicitly disclose that "the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol."

Bobde, in analogous art, discloses "the message exchanged in respect of the establishment of at least one trust relationship and said message exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol (refer to Col 1, lines 62-67, and Bobde's system utilizing a SIP which not only uses for initiating sessions among participants, but also incorporate security features such as authentication to establish sessions. Specifically, Fig 2 of Bobde points out that there is SIP client and SIP proxy (i.e., client and proxy both communicate/exchanging messages utilizing the SIP, the same protocol, e.g., client sent SIP request message such as INVITE and the proxy sent SIP accept message, see Col 1, lines 35-53). As a well known feature of SIP, its payload is the session description, and it is use to negotiating session features, Bobde's system further extend the SIP to include security mechanism (i.e., to establish the trust relationship relating to a telecommunications session to be initiated))."

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Bobde before them at the time the invention was made to modify the system and method of Snelgrove to use the same signaling protocol for both trust establishment and session signaling as taught by Bobde.

One of ordinary skill in the art would have been motivated to make this modification in order to protecting the integrity of the SIP request message by combing the security mechanism with the SIP signaling operation in view of Bobde (Col 1, lines 62-67).

10. Regarding claim 13, Snelgrove and Bobde disclosed the method according to claim 12, as described above.

Snelgrove further discloses receiving, together with said control function data, non-repudiable data indicating which, if any, of the control functions have been assumed by the first participant (refer to Col 5, lines 28-30 and Col 6, lines 39-41 - the negotiation of establishing a communication upon agreement by the participating entities, which means messages are sent back and forth to establish that agreement. The message would include what function the first participant assumed.).

11. Claim 16 is rejected on the same basis as claim 1. See the discussions regarding claim 1 above for details of this disclosure.

12. Claim 17 is rejected on the same basis as claims 1 and 16. See the discussions regarding claims 1 and 16 above for details of this disclosure.

13. Claim 18 is rejected on the same basis as claim 1. See the discussions regarding claim 1 above for details of this disclosure.

14. Regarding claim 19, Snelgrove and Bobde disclosed the method according to claim 1, as described above.

Snelgrove does not explicitly disclose that the communication protocol is the session initiation protocol.

Bobde further discloses a signaling protocol is a session initiated protocol designed for negotiating session feature between participants.

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove and Bobde before them at the time the invention was made to modify the system to establish communication between plurality of entities of Snelgrove to use session initiation protocol as taught by Bobde.

One of ordinary skill in the art would have been motivated to make this modification since SIP is well known in the art and is common protocol utilized to establish communications between two entities.

15. Claim 20 is rejected on the same basis as claim 19. See the discussions regarding claims 1, 7 and 19 above for details of this disclosure.

16. Claim 21 is rejected on the same basis as claim 19. See the discussions regarding claims 1, 9 and 19 above for details of this disclosure.

17. Claim 22 is rejected on the same basis as claim 19. See the discussions regarding claims 1, 12 and 19 above for details of this disclosure.

18. Claim 23 is rejected on the same basis as claim 19. See the discussions regarding claims 1 and 19 above for details of this disclosure.

19. Claim 24 is rejected on the same basis as claim 19. See the discussions regarding claims 1, 7 and 19 above for details of this disclosure.

20. Claim 25 is rejected on the same basis as claim 19. See the discussions regarding claims 1, 9 and 19 above for details of this disclosure.

21. Claim 26 is rejected on the same basis as claim 19. See the discussions regarding claims 1, 12 and 19 above for details of this disclosure.

22. Claims 27 and 35 are rejected on the same basis as claim 1. See the discussions regarding claim 1 above for details of this disclosure.

23. Claims 28 and 36 are rejected on the same basis as claim 2. See the discussions regarding claims 1 and 2 above for details of this disclosure.

24. Claims 30 and 38 are rejected on the same basis as claim 4. See the discussions regarding claims 1, 2 and 4 above for details of this disclosure.

25. Claims 31 and 39 are rejected on the same basis as claim 5. See the discussions regarding claims 1, 2, 4 and 5 above for details of this disclosure.

26. Claims 33 and 41 are rejected on the same basis as claim 19. See the discussions regarding claims 1 and 19 above for details of this disclosure.

27. Claims 34 and 42 are rejected on the same basis as claim 23. See the discussions regarding claims 1, 19 and 23 above for details of this disclosure.

Claims 3, 14, 15, 29 and 37 are rejected under 35 U.S.C. 103(a) as being unpatentable over Snelgrove, (US 6,535,592 B1) in view of Bobde et al hereinafter Bobde (US 7,243,370 B2) in further view of Zhang et al hereinafter Zhang (US 2003/0212638 A1).

28. Regarding claims 3, 14, 15, 29 and 37 Snelgrove and Bobde disclosed the method according to claims 2, 7, 28 and 36 as described above.

Snelgrove further discloses that the message exchanged between the participants and the service provider includes data indicating the selected functions. Since negotiation agreement is established as taught in Col 8, lines 21-29.

Snelgrove and Bodie do not explicitly disclose that "the participant selecting the function uses a digital signature for the message data."

Zhang, in analogous art, discloses that "digital signatures are used when parties formalize an agreement that is acknowledged by each party (refer to 0018).

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove, Bobde and Zhang before them at the time the invention was made to modify the method of Snelgrove to use digital signature in the establishing of agreements as to pay for the function/service that were selected as taught by Zhang. One of ordinary in the art are familiar with the fact that digital signature are become the equivalence of signature that are ink on paper, since many services are provided over the internet, digital signature are commonly used for agreements established electronically.

One of ordinary skill in the art would have been motivated to make this modification in order to make the agreement more binding using the digital signature in view of Zhang.

Claims 6, 11, 32 and 40 are rejected under 35 U.S.C. 103(a) as being unpatentable over Snelgrove, (US 6,535,592 B1) in view of Bobde et al hereinafter Bobde (US 7,243,370 B2) in further view of Koskinen et al hereinafter Koskinen (US 7058165 B2).

29. Regarding claims 6, 11, 32 and 40 Snelgrove and Bobde teach the method according to claims 4, 9, 30 and 38 as described above.

Snelgrove further discloses a negotiation manager that manages the negotiation between the entities that are trying to establish a communication. The negotiation manager makes sure that the agreements between the entities are reached before the communication is established.

Snelgrove and Bobde do not explicitly disclose that the first participant assumes those control function defined within the charging policy which no other participant has chosen to assume.

Koskinen, in analogous art, discloses that first participant (i.e. the entity that initiated the connection service) would assume the responsibility of paying for the service as agreed upon to establish the connection for a communication session (see Col 1, lines 10-15).

It would have been obvious to one of ordinary skill in the art, having the teachings of Snelgrove, Bobde and Koskinen before them at the time the invention was made to modify the method of Snelgrove to have the first entity assuming control function related to the charging policy that were not assumed by other entity as taught by Koskinen. It has been common practice in the telecommunication industry to have the call initiator pay for the communication service.

One of ordinary skill in the art would have been motivated to make this modification in order to establish a communication session where service provide are guaranteed that all services provided would be paid for by the receiving service entities. Since it has been common practice for the call initiator to pay for the service, it makes sense to give the service charging

responsibility to the call initiator entity during the negotiation to assume the paying responsibility as taught by Koskinen.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Applicant is reminded that in amending in response to a rejection of claims, the patentable novelty must be clearly shown in view of the state of the art disclosed by the references cited and the objection made. Applicant must show how the amendments avoid such references and objections. See 37 CFR 1.111(c).

Turnbull et al (US 6,092,201) "Method and apparatus for extending secure communication operations via a shared list" discloses ways for extending secure communication operations via shared lists is accomplished by creating a shared list in accordance with authorization parameters by one user and subsequently accessing the shared list via the authorization parameters by this and other users.

Belapurkar et al (US 2003/0065956) "Challenge-response data communication protocol" discloses A data communication technique facilitates the transmission of a data element in a trusted manner such that the receiver component can trust that the data element was not modified during the transmission. In addition, the receiver component is assured that the data element could only have been transmitted by a particular sender component. The data communication technique utilizes a challenge-response routine that ensures data integrity and non-repudiation.

Examiner's Notes: Examiner has cited particular Cols and line numbers in the references applied to the claims above for the convenience of the applicant. Although the specified citations are representative of the teachings of the art and are applied to specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested from the applicant in preparing responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner. In the case of amending the claimed invention, Applicant is respectfully requested to indicate the portion(s) of the specification which dictate(s) the structure relied on for proper interpretation and also to verify and ascertain the metes and bounds of the claimed invention.

A shortened statutory period for reply to this Office action is set to expire THREE MONTHS from the mailing date of this action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Karen C. Tang whose telephone number is (571)272-3116. The examiner can normally be reached on M-F 7 - 3.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Follansbee can be reached on (571)272-3964. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information

about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/Karen C Tang/

Examiner, Art Unit 2451